



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91) 374-2803549

FORWARDING LETTER

Sub: IFB No. CDO1779P20 – Hiring of services for Pneumatic Baryte Loading facility for 05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan, for loading, transportation & offloading of barytes at 05 nos. drill sites for a period of 03 (Three) years with a provision of extension up to 01 (one) more year.

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **Hiring of services for Pneumatic Baryte Loading facility for 05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan, for loading, transportation & offloading of barytes at 05 nos. drill sites for a period of 03 (Three) years with a provision of extension up to 01 (one) more year.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDO1779P20
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System.
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(viii)	Bid Validity	:	<p>Minimum 120 (One Hundred Twenty) days from Original Bid Closing Date.</p> <p>Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.</p>
(ix)	Mobilization Period	:	180 (One Hundred Eighty) days from the date of issue of LOA
(x)	Bid Security/EMD Amount	:	<p>Rs. 11,37,000.00 (Rupees Eleven Lakh Thirty Seven Thousand only).</p> <p>a. The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith (Proforma-V) issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN.</p> <p>b. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>c. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before 12.45 PM (IST) on the bid closing/opening date otherwise bid will be rejected.</p> <p>d. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p>e. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 9.0 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.</p> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>Notes:</p> <p>Bidders claiming waiver of Bid Security shall upload supporting documents as</p>

			mentioned in Para. No. 4.0 below. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
(xi)	Bid Security/EMD Validity	:	As mentioned in the E-procurement portal. (Minimum 150 days from original bid closing date).
(xii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xiii)	Amount of Performance Security	:	10% of Annualized Contract value. a. Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith (Proforma-VII) or in the form of Demand Draft . b. Performance Security Money shall not earn any interest.
(xiv)	Validity of Performance Security	:	90 (Ninety) days beyond contract period/duration.
(xv)	Location of job	:	OIL's operational areas in Assam and Arunachal Pradesh.
(xvi)	Duration of the Contract	:	03 (Three) years with a provision of extension by another 01 (One) year
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer clause No. 28 of General Conditions of Contract.
(xviii)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Not Applicable
(xx)	Last Date of receipt of Queries	:	Not Applicable

Note:

- a. The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- i) “MT 760/MT 760 COV for issuance of bank guarantee.
- ii) “MT 760/MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

3.0 GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL’s E-Procurement Portal with digital signature. To participate in OIL’s E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates not having **Bidder’s Name** in the **“Organization Name”** field are not acceptable.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of **“Class 3 with Organizations Name** and **Encryption Certificate”**, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

3.2 For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL’s E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

3.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

3.4 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

3.5 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

4.0 EXEMPTION FROM BID SECURITY PAYEMENT: In case any bidder is exempted from paying the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Bid security are given below.

- a) MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration.
- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.
- c) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- d) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority.

5.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

6.0 The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

7.0 The tender is invited under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM.** The bidder has to submit both the **"TECHNICAL"** and **"PRICED"** bid through electronic form in the OIL's E-Tender portal within the Bid Closing Date and Time stipulated in the E-

Tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment"** Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page.** The Price Bid rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's E-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

8.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

9.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

10.0 Conditional bids are liable to be rejected at the discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

11.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

11.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

11.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.

11.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

11.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

11.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

11.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

12.0 BIDDING DOCUMENTS:

12.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Description of Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) BEC/BRC
- c) General Conditions of Contract (GCC): **Part-I**
- d) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- e) Special Conditions of Contract (SCC): **Part-III**
- f) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**
[Not applicable for this Tender]
- g) Safety Measures (SM): **Part-V**
- h) Integrity Pact (IP): **Part-VI**
- i) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)
- j) Proformas and Annexures
- k) Technical Evaluation Sheet for BEC-BRC & others

12.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

SPECIAL NOTE: Please note that all tender forms (Forwarding Letter, (BEC-BRC) Bid Evaluation Criteria & Bid Rejection Criteria, Part-I: (GCC) General Conditions of Contract, Part-II: (SOQ) Schedule of Work, Unit and Quantity, Part-III: (SCC) Special Conditions of Contract, Part-V: (SM) Safety Measures, Part-VI: (IP) Integrity Pact, Price Bidding Format, Technical Evaluation Sheet for BEC-BRC & others) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602.

a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE):

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT:

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee) must be received at OIL's CGM-Contract's office at Duliajan **on or before 12.45 PM (IST) on the bid closing date** failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

13.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI/Integrity Pact" of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Satyananda Mishra, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India;
E-mail id: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail id: satyanandamishra@hotmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

14.0 PREPARATION OF BIDS:

14.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

14.2 DOCUMENTS COMPRISING THE BID:**(I) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under “Technical Attachment” Tab.

(II) PRICED BID:

The Priced Bid shall contain the rates/prices along with the currency and any other commercial information pertaining to the rates/prices. Bidder shall quote their rates/prices in the “**PRICE BIDDING FORMAT**” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal. The price quoted in the “**PRICE BIDDING FORMAT**” will only be considered for evaluation.

15.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

16.0 TRANSFERABILITY OF BID DOCUMENTS:

16.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

16.2 Unsolicited offers will not be considered and will be rejected straightway.

17.0 FORMAT AND SIGNING OF BID:

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

18.0 AMENDMENT OF BIDDING DOCUMENTS:

18.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

18.2 The Addendum will be uploaded in OIL’s E-Tender Portal in the Tab “Technical RFx” and External Area – “Amendments” folder. The company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-**

Tender Portal [“Technical RFx” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

19.0 SUBMISSION OF BIDS:

19.1 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract.

19.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

19.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

19.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

19.5 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

20.0 SCREEN SHOTS

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category	Description
Conditions of Participation	Empty
Bid Invitation/Auction Text	
Bidder's Remarks	
Purchaser's Remarks	

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Che
The table does not contain any data						

Go to this Tab “Notes and Attachments” for Uploading “Price Bid”

Go to this Tab “Technical Attachment” for Uploading “Technical Bid”.

On “**EDIT**” Mode, bidders are advised to upload “**Technical Bid**” and “**Priced Bid**” in the respective places as indicated above:

Note:

- * The “**Technical Bid**” shall contain all techno-commercial details **except the prices**.

- ** The “**Priced bid**” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

21.0 Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under “**Notes & Attachment**”. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page “**RFX Information**” with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' form. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below these, the RFX Response Number is 60038748 and the RFX Number is blank. The RFX Owner is BHARALI and the Total Value is 0.00 INR. The form has three main tabs: RFX Information, Items, and Notes and Attachments. Under RFX Information, there are sub-tabs: Basic Data, Questions, and Technical Attachments. The 'Event Parameters' section includes:

- Currency: Indian Rupee (selected from a dropdown)
- Detailed Price Information: No Price (selected from a dropdown)
- Terms of Payment: (empty field)
- Total Bid Value: (empty text field)

 Three callouts provide additional information:

- One points to the Currency dropdown: 'Bidder to select the currency of the Response'.
- Another points to the Detailed Price Information dropdown: '“Total Bid Value” is mandatory in “No Price” RFX only'.
- The third points to the Total Bid Value text field: '“Total Bid Value” considering all the taxes & duties.'

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the “Price bidding Format”.

22.0 DEADLINE FOR SUBMISSION OF BIDS:

22.1 Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 25.0 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

22.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

22.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 p.m. (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

23.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS:

24.1 Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

24.2 No bid can be modified/withdrawn subsequent to the deadline for submission of bids.

24.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

25.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

26.0 BID OPENING AND EVALUATION:

26.1.1 The bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

26.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 26.1.1 above.

26.2 In case it happens to be a bandh/holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date/time will get extended up to the next working day and time (except Saturday).

26.3 Bids which have been withdrawn pursuant to Clause 24.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

26.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 26.3.

26.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

26.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

26.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

26.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

27.0 EVALUATION AND COMPARISON OF BIDS:

27.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

27.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

27.3 DISCOUNTS/REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

27.4 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/ rebates, the contract shall be awarded after taking into account such discounts/ rebates.

27.5 Conditional bids are liable to be rejected at the discretion of the Company.

28.0 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Bidding Policy (available in OIL's website) of Company.

29.0 CONTACTING THE COMPANY:

29.1 Except as otherwise provided in Clause 27.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 26.5.

29.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

30.0 AWARD CRITERIA: OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID: OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

32.0 NOTIFICATION OF AWARD: Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.

33.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

34.0 The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

35.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

36.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX**.

37.0 MOBILISATION ADVANCE PAYMENT:

37.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may

be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI, CAG Branch, Kolkata from the date of payment of the advance till recovery/refund.

37.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 02 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

37.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

38.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

39.0 SIGNING OF CONTRACT:

39.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

39.2 Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) or in the form of Demand Draft favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

39.3 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

39.4 The "Performance Security" will be refunded to the contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

40.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/contract.

41.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

42.0 Failure of the successful bidders to comply with the conditions as specified in Para 39.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart

from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

43.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

(KAUSHIK DAS)

SENIOR CONTRACTS OFFICER (OPERATIONS)

For **CGM (CONTRACTS)**

Date: 24.06.2019

For **RESIDENT CHIEF EXECUTIVE**

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)**1.0 BID EVALUATION CRITERIA (BEC)**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.1 FINANCIAL CRITERIA

1.1.1 Annual Financial Turnover of the bidder during any of preceding **03 (Three)** financial/accounting years from the original bid closing date should be at least **Rs. 98,44,600.00 (Rupees Ninety Eight Lakh Forty Four Thousand Six Hundred only)**.

1.1.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 1.1 above:

- a.** For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
 - (i) Audited Balance Sheet along with Profit & Loss account.
OR
 - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ have actually not been audited as on original bid closing date'.

- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 1.1.1 & 1.1.2.

1.2 TECHNICAL CRITERIA

The bidder shall have experience in successfully executing/completing at least one 'SIMILAR WORK' of minimum **Rs. 98,44,600.00 (Rupees Ninety Eight Lakh Forty Four Thousand Six Hundred only)** under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any E&P Company.

Notes to BEC Clause 1.2 above:

- a. "Similar Work" mentioned in Para 1.2 above means experience of providing supplying/operating and maintaining cement/barite bulk handling plant along with providing the services of transportation of oil well cement/barite in bulk, in an oil/gas well drilling company.
- b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
 - I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:
 - A. Work order no./Contract no.
 - B. Gross value of job done
 - C. Period of Service
 - D. Nature of Service
 - II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:
 - A. Contract document showing details of work,
AND
 - B. Job Completion Certificate showing:
 - (a) Gross value of job done
 - (b) Nature of job done and Work order no./Contract no.
 - (c) Contract period and date of completionOR
 - C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (a) Work order no./Contract no.

- (b) Gross value of jobs done
 - (c) Period of Service
 - (d) Nature of Service
- c.** Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.
- d.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.
- e.** Following work experience will also be taken into consideration:
- (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.
 - (ii) In case the start date of the requisite experience is beyond the prescribed 07(seven) years reckoned from the original bid closing date but completion is within the prescribed 07(seven) years reckoned from the original bid closing date.
 - (iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
- II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:
 - A. Breakup of similar work
 - B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - a. Work order no./Contract no.
 - b. Gross value of job done
 - c. Period of Service

d. Nature of Service

II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:

A. Breakup of similar work

B. Contract document showing details of work.

C. LOA/LOI/Work order showing:

- a. Gross value of job awarded
- b. Nature of job awarded
- c. Contract no./Work order no.
- d. Contract period and date of completion

D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:

- a. Work order no./Contract no.
- b. Gross value of job done
- c. Period of Work Done
- d. Nature of Service

f. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

g. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.

1.3.1 Bidder must give an undertaking along with the unpriced Techno Commercial Bid as per prescribed format in ANNEXURE-B declaring the following if the contract is awarded to them by OIL:

- a. That, he/she/they would engage 04 Nos. of Truck mounted Transportation silos of capacity as specified in the tender.
- b. That, the Trucks of the Truck mounted transportation silos to be engaged by the contractor shall not be more than 02 (two) years old as on original bid closing date.
- c. That, the transportation silos shall be brand new and shall be mounted permanently on the aforementioned Trucks suitably.
- d. That, he/she/they shall carry out the jobs strictly as per the tendered specifications & all other terms & conditions of this tender.

1.3.2 Bidder shall submit filled-up ANNEXURE-B along with their Technical Bid. Non-receipt of duly filled up proforma will make their bid liable for rejection.

1.4 The bidder must declare as per ANNEXURE-C to mobilize within maximum 180 (One hundred twenty days) from the date of issue of Letter of Award (LOA) otherwise their bid will be summarily rejected.

1.5 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

1.6 Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

1.7 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

1.8 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

1.9 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

1.10 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

1.11 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

1.12 **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

1.12.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

1.12.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

1.12.3 **Documentation required to be submitted by MSEs:** Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE

is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

1.13 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

1.14 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

1.15 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

1.16 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

1.17 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

2.0 BID REJECTION CRITERIA (BRC):

2.1 The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

2.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

2.4 Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.

2.5 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.

2.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

2.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

2.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

2.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD/Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee/Security deposit
- (vi) Delivery/Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material/work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration/Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

2.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

2.12 Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.

2.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **"Part-VI/Integrity Pact"** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity

Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

3.0 GENERAL:

3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

3.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected

3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

3.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK/SERVICES: Hiring of services for Pneumatic Baryte Loading facility for 05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan, for loading, transportation & offloading of barytes at 05 nos. drill sites for a period of 03 (Three) years with a provision of extension up to 01 (one) more year.

A. DEFINITIONS:

In the contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

WITNESSETH:

1.0 a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any

drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **OIL's operational areas in Assam and Arunachal Pradesh.**

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2.0 The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3.0 The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4.0 The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5.0 The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this

contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7.0 The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8.0 The duration of the contract shall be initially for a period of **03 (Three) Years** from the commencement of the same i.e. after completion of mobilization with a provision of extension by another **01 (One) year** as per Company's requirement. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9.0 In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10.0 The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs. _____ **(Not to be filled up by bidder while submitting the offer in Technical Attachments Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder)** (_____ only) but the Company shall pay the Contract or only for actual

work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

Note: All Invoices are to be sent to the following address:

Chief General Manager - Chemical
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.

11.0 The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

13.0 The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil Mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

14.0 The Contractor shall deploy local persons in all works.

15.0 The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

16.0 The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

17.0 GENERAL OBLIGATIONS OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

18.0 SPECIAL CONDITIONS:

- a) ~~The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

19.0 ARBITRATION:

19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- b) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f) Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Up to Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The

Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

20.0 FORCE MAJEURE:

20.1 In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

20.2 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

20.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

21.0 TERMINATION:

21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

21.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or

makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

21.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

22.0 CONSEQUENCES OF TERMINATION: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

22.1 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

22.2 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW: Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24.0 In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25.0 SET OFF CLAUSE: "Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.

28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES: In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

29.0 SUBCONTRACTING: Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party. Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

30.0 MISCELLANEOUS PROVISIONS: Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

31.0 LIABILITY:

31.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of

Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

31.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

31.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

31.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

31.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

31.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

31.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

31.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

31.9 LIMITATION OF LIABILITY: Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in toto or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

32.0 CONSEQUENTIAL DAMAGE: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

33.0 INDEMNITY AGREEMENT:

33.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

33.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

34.0 APPLICABLE LAW:

34.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

34.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

35.0 TAXES: Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

36.0 SUBSEQUENTLY ENACTED LAWS:

36.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

36.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

36.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

36.4 Notwithstanding the provision contained in clause 28.1 to 28.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor/sub-sub-contractors and Agents etc.

- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

36.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

37.0 GOODS AND SERVICES TAX:

37.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

37.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

37.3 “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

37.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

37.4.1 Bidder should also mention the **Harmonized System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

37.5 Where the OIL is entitled to avail the input tax credit of GST:

37.5.1 OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

37.5.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:

37.6.1 OIL will reimburse **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

37.6.2 The bids will be evaluated based on total price including **GST**.

37.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

37.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

37.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

37.10 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

37.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is/liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

37.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at

the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

37.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

37.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

37.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

37.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/taxes finally assessed is on the lower side.

37.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

37.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

37.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

37.20 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

37.21 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

37.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

37.23 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

37.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

37.25 Documentation requirement for GST:

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
Note: OIL GSTIN numbers are as follows:
Assam :18AAACO2352C1ZW
Arunachal Pradesh :12AAACO2352C1Z8
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/UTGST, cess);

- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
 - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - n) Address of the delivery where the same is different from the place of supply and
 - o) Signature or digital signature of the supplier or his authorized representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

37.26 ANTI-PROFITEERING CLAUSE:

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

37.26.1 In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

38.0 WITHHOLDING:

Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any

circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness. Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv) Any payment due from Contractor in respect of unauthorized imports.
- When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

39.0 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

40.0 PERFORMANCE SECURITY: The Contractor has furnished to Company a Demand Draft/Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of annualized contract value) with validity of 03 (Three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. If the performance security is submitted in the form of bank guarantee then in the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

Schedule of Work, Unit and Quantity: (SOQ)

DESCRIPTION OF WORK/SERVICE: Hiring of services for Pneumatic Baryte Loading facility for 05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan, for loading, transportation & offloading of barytes at 05 nos. drill sites for a period of 03 (Three) years with a provision of extension up to 01 (one) more year.

Item No.	Description of Services	UOM	Estimated Quantity
10	Mobilization Charges	LSM (Lumpsum)	1
20	Rental Charges for Bulk Handling Plant	MON (Month)	36
30	CGI sheet shed	LSM (Lumpsum)	1
40	Rental charge for transportation silos	MON (Month)	36
50	Running Charges for Transportation Silos	TKM (Ton-Kilometre)	15,00,000
60	Service Charge for Operating CBHP & Other	MON (Month)	36
70	Demobilization Charges	LSM (Lumpsum)	1
1. Tenure of Agreement: 03 (Three) years with a provision of extension by another 01 (One) year			
2. Mobilisation Period: 180 (One Hundred Eighty) days from the date of issue of LOA.			

NOTES:

1.0 Mobilization Charges (Lumpsum): Mobilization charges will be payable when all equipment/tools are commissioned at site and are found free of defects and duly certified by the company's representative regarding suitability to undertake/commence the work assigned under this contract as per details in Part-III: SCC.

2.1 Fixed Rental charge for Central Bulk Handling Plant (Monthly),

2.2 Fixed Rental Charges for Transportation Silos (Monthly): Rental charges will be payable when all equipment/tools as mentioned under Clause No. 2.0 of Part-III: SCC i.e. Technical requirements, are duly mobilized as per the mobilization clause of the contract and ready to be rigged up operational.

3.0 Running Charges for Transportation Silos (Transportation charges): The transportation charge for one way up to the well site or back to BHP will be payable for transportation of Barytes powder by the company's approved route on per MT per KM basis including for loading at the Central Bulk Handling Plant (operated and maintained by the contractor) and offloading of the Barytes powder at field silos at different locations and also from field silo to the chemical mixing hopper as directed by the company representative.

4.0 Service Charge for Operating the Central Bulk Handling Plant: The Service Charges will comprise of the charges for technical manpower for operation and maintenance of the Central Bulk Handling Plant including all ancillaries (at the base BHP and at all five well sites) duly certified by the company representative and will be payable on per month basis prorated to completed working days. However, no payment shall be made for the period of any shut down due to shortage of technical manpower either at the base BHP or at individual well sites.

Broadly the anticipated manpower requirement is indicated in clause no 3.11 under Scope of work , clause no 3.0 of this document. However, depending on the type of system offered, the bidder may add or delete as well as enhance or reduce the suggested manpower without affecting the operation and maintenance as well as the laid down rules and regulations that may be in vogue.

5.0 Demobilization Charges (Lumpsum): Demobilization charges will be payable when all equipment/tools are removed from site within 45 days from the serving of the Demobilization notice by the company and duly certified by the company's representative regarding satisfactory completion of the work assigned under this contract either on premature termination of contract/at the end of the contract/extended period of contract.

6.0 Mobilization charges should cover local and foreign costs, if any, to be incurred by the contractors to mobilize to the Central Bulk Handling Plant site and to the first five locations earmarked for the purpose.

7.0 Mobilization and Demobilization charges separately should not exceed 1% (one per cent) of total contract value. However, in the event of the bidder quoting Mobilization/Demobilization charges more than one percent (1%) of the total contract value, the remaining amount will be paid after successful completion of the contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)**DETAILS OF SCOPE OF WORK AND SERVICES:**

1.0 PREAMBLE: OIL INDIA LIMITED, an integrated National Oil Company, has been carrying out oil exploration, production of OIL & Gas and development activities since early fifties. OIL have continuous activities covering a wide range of areas in Assam and Arunachal Pradesh.

OIL, now intends to hire the services from reputed and experienced party for loading the drilling mud with Barytes powder for increasing drilling mud density. The services include:

- i. Setting up of a Central Bulk Handling Plant (BHP) for handling Barytes powder in Bulk in & around Duliajan,
- ii. Setting up of field silos and other associated arrangements for supply of Barytes in the drilling fluid in 5 drilling locations,
- iii. Transportation of Barytes through truck mounted silos from BHP to well site,
- iv. Offloading of Barytes at well site and Service for addition of Barytes to drilling fluid.
- v. Lifting/Transportation of leftover Barytes from well site.
- vi. Power requirement for the whole operation both at Central Plant and at the rigs will be arranged by the bidder/ contractor.

1.1 The bid document provides the detail scope of work to be performed by the bidder/contractor.

2.0 TECHNICAL REQUIREMENT:

I. BULK HANDLING PLANT (LINE ITEM NO. 20) –

A. Requirement at the Base Plant: The Contractor will be required to set up a Central Bulk Handling Plant (BHP) at a place designated by the company consisting of the following:

- i. 1000 -1500 cft capacity storage silo : 02 (Two) nos. The detail Specification of the storage silo is given under 5.0 (a) The Broad Specification - Storage Silos at Central Bulk Handling Plant
- ii. Cutting pod of 60~75 cft capacity : 02 (Two) nos.
- iii. Suitable ramp for cutting and loading Barytes powder on to cutting pods with shed.
- iv. 02 (Two) nos. of brand new screw air compressor complete with hoses, valves, nipples etc. for transferring Barytes from cutting pods to Storage silos and from storage silos to transportation silos and vice versa. The detail Specification of the Compressor is given under 5.0 (c) The detail Specification - Compressor

- v. One single phase Generator set of 15 KVA, diesel engine driven for lighting purpose at the Central Bulk Plant.
- vi. Transportation, erection/dismantling, handling etc. of the storage silos & other items of central bulk handling plant is the responsibility of the Contractor and the Contractor shall deploy suitable Crane, other vehicles/logistics equipment etc. as per the requirement as & when required.

B. Field Requirement:

- i. Field storage silo (600-800cft capacity) - 10 nos. (2 nos.silos per rig) The detail Specification of the storage silo is given under 5.0(c) The Broad Specification - Field Storage Silos at Well Site
- ii. Surge tank (@ 50 cft capacity) - 07 nos. (1 no. per rig x 5 rigs and 2 nos. standby for movement to forward location)
- iii. Compressor (brand new screw compressor) - 06 nos. (1 no. per rig x 5 rigs) + 1 extra. The detail Specification of the Compressor is given under 5.0 (c) The detail Specification - Compressor
- iv. All necessary hoses, valves, nipples etc. for trouble free working of the system.

II. SUPPLY OF CORRUGATED GALVANISED IRON (CGI) SHEET STORAGE CUM WORKING AREA (LINE ITEM NO. 30):

- i. All season CGI sheet shed covered with brick/CGI sheet walls on all four sides of approximately 5000 sq. ft. area (approx. 50 ft x 100 ft) which will include a storage space of approximately 1000 sq. ft. area with proper brick soiling and providing wooden planks in the storage area for proper stacking of Barytes sacks.
- ii. One small office room for the technical representative of the contractor at BHP.
- iii. Necessary electrical connections for running of compressors, illumination of working area etc.

III. FIELD TRANSPORTATION SILOS AND TRUCK (LINE ITEM NO. 40 & 50):

- i. The contractor will be required to provide 04 (Four) Nos. of Truck mounted transportation silos of capacity around 200 cft each for transportation of Barytes powder from Central Bulk Handling Plant to different well sites. The detail Specification of the Truck mounted Transportation silo (Barytes hauler as well as the Truck) is given under 5.0 (d)-the detail Specification - Transportation silo.
- ii. The above transportation silos shall be brand new (i.e procured & mounted on the Trucks after issuance of LOA by OIL) and shall be mounted permanently on Trucks suitably having Gross Vehicle Weight of 31000 Kg. The Transportation Silos will be complete with all piping connections, Driver's Cabinet etc. Copies of invoices, certificates etc. issued by the manufacturer in support of procurement & mounting of brand new transportation silos on the Trucks shall be submitted to OIL prior to mobilization of the transportation silos.
- iii. The Trucks of the Truck mounted transportation silos must not be more than 02 (two) years old as on the month of initial (first) placement in OIL under the

contract. This is not mandatory that the Truck(s) deployed by the contractor are to be registered in the name of the Contractor. The Truck(s) provided by the contractor will be in complete responsibility of the contractor and Contractor will be solely responsible for any situation that may arise. Under any circumstance, OIL will not entertain any person or, situation related to the Truck(s) engaged by the contractor. The copy of relevant documents (e.g. Registration Certificate etc.) supporting the Gross Vehicle Weight, month & year of manufacture etc. of the Truck(s) for transportation silos are to be submitted to OIL prior to mobilization of the transportation silos.

- iv. Trucks, Drivers and helpers of the trucks should have valid permits/documents to operate in OIL's operating areas in the state of Assam and Arunachal Pradesh. The contractor shall be responsible for arranging all necessary permits/documents as required by law / company's regulations at their cost.
- v. The contractor shall arrange all road permits, road tax and any other permits/documents that may be required by Government Authority for plying his/their trucks in Assam and Arunachal Pradesh at their cost.
- vi. The contractor shall arrange identity cards for his personnel to enter into OIL's operating/protected areas and inner line permits for entering Arunachal Pradesh.
- vii. The specifications of the transportation trucks and haulers are given in is given under 5.0 (d).
- viii. The Trucks of the Truck mounted transportation silos will be physically inspected by Company (OIL) before accepting any unit. Such inspection shall be carried entirely at Contractor's risk. Any unit found deficient or defective in any manner will not be accepted until such deficiency is completely rectified to the satisfaction of the Company. At the time of inspection during placement, following documents of each unit shall be submitted in original for verification and a photocopy for retaining by OIL:
 - a. Valid registration book(s)/certificate(s) with up to date record of payment of Road Tax for vehicle(s).
 - b. Fitness Certificate(s) for vehicles, if required.
 - c. Permits for plying the vehicle(s) for commercial purpose as may be required for Assam & Arunachal Pradesh.
 - d. Valid Pollution Under Control Certificate for the vehicle(s).
 - e. Insurance Certificate(s) for the vehicle(s).
 - f. Invoices, certificates etc. issued by the manufacturer in support of procurement & mounting of brand new transportation silos.
 - g. Valid professional motor vehicle driving license as per Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 of India for the driver(s).

h. Any other documents required as per Indian Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989.

IV. MANPOWER FOR OPERATING THE BULK HANDLING PLANT AND OTHER ASSOCIATED OPERATION (Line Item No. 60): The contractor shall provide the necessary trained manpower for operation and maintenance of the Central BHP at base as well as the five nos. of well sites by providing the trained manpower as per the attached list under clause 3.11.

V. MOBILIZATION (Line Item No. 10) Detailed under Clause No 7.0 General Terms and Conditions.

VI. DEMOBILIZATION (Line Item No. 70) Detailed under Clause No 8.0 General Terms and Conditions.

3.0 DETAILS OF SERVICES / SCOPE OF WORK:

3.1 Contractor shall provide the services for transportation of Barytes powder from the Central Bulk Handling Plant at Duliajan to various drilling well locations (as advised) in Assam / Arunachal Pradesh through transportation silos.

3.2 The contractor shall provide services for cutting the sack materials and transferring the same to storage silos at the Central Bulk Handling Plant using compressed air. The empty sacks will be piled neatly by the contractor and shall be disposed by the contractor at a site designated by the company without creating pollution either at the Central Bulk Handling Plant or at the well site.

3.3 The contractor shall provide technically competent and experienced personnel (crew members) for setting up, operating and maintaining the Central Bulk Handling Plant. The contractor shall provide a detailed list of his personnel to be engaged for operation and maintenance of the Central Bulk Handling Plant as well as for round the clock operation at well site.

3.4 The contractor shall provide technically competent and experienced personnel (crew members) along with their Transportation Silos including during enroute transportation, for transportation of Barytes powder including loading at contractor operated Central Bulk Handling Plant and off-loading at Field Storage Silos at well site and vice-versa.

3.5 The contractor shall provide experienced personnel along with their Transportation Silos for running as well as for hooking up of contractor owned compressor at contractor's Central Bulk Handling Plant and at well site.

3.6 The transportation silos provided by the contractor shall be suitable for carrying the Barytes powder in bulk and each of the silos should have the capacity of around 200 cft. The specifications of Transportation Silos to be provided by the bidder should be as per 5.0 (d) or its equivalent.

3.7 All transportation silos shall be in very good running condition throughout the currency of the contract and will be required to provide round the clock services (24 x 7) for smooth running of company's drilling operation.

- 3.8 The contractor must be in a position to transfer a minimum of 672 cft (i.e. 80 MT) of Barytes powder every day. The maximum quantity may, however, vary depending on criticality of well operations.
- 3.9 In emergent situations, the contractor may be required to load Barytes into field silos from Barytes bags at the well site itself by transferring a cutting pod to the well site.
- 3.10 The transportation of Field Storage Silos, Surge Tanks and Compressor from one location to another will be OIL's responsibility. However, Moreover, it will be contractor's responsibility to provide necessary supervision during handling of the same to ensure safety of their equipment/item. The Contractor/Contractor's representative shall liaise with concerned representative of OIL at the locations for necessary Crane services. OIL will not be responsible for any damage to contractor's equipment during loading, transportation and unloading.
- 3.11 Transportation of Contractor's other equipment, materials, items & personnel etc. or any other party's equipment, materials, items & personnel etc. engaged by the contractor shall be the responsibility of the Contractor at their cost & risk. The vehicles deployed by Contractor for this purpose should be in good mechanical condition. At no point of time, there should be any obstruction to the general traffic during transportation of the equipment.
- 3.12 Contractor's personnel: Barytes loading in well sites (5 well sites) is 24X7 in nature. The Central Bulk Handling Plant at base is required to run accordingly to cater to all the five locations. Each of the truck mounted transportation silos may be required to make more than one trip a day as and when the situation demands. Based on our estimate the following personnel may be required from contractor's side -
- a. Technical Representative - 1 (One) No. to manage all operations and to liaise with Company on a day to day basis for smooth running of operations of the contract. The minimum qualification should be SSC / Diploma in Engineering with minimum 5 years experience in bulk handling plant operation.
 - b. Compressor operator - 9 (Nine) nos. - 2 (Two) nos. at each of the five well sites on 12 hours shift basis and one no. at the base BHP. The minimum qualification should be SSC with minimum 2 years' experience compressor operation
 - c. Silo Operator - 9 (Nine) nos. - 2 (Two) nos. at each of the five well sites on 12 hours shift basis and one no. at the base BHP. The minimum qualification should be SSC with minimum 5 year experience in bulk handling plant operation.
 - d. Mechanic - 1 (one) no. To attend to technical problems of compressors, silos etc. at well sites and at BHP. The minimum qualification should be ITI with minimum 3 years mechanic experience.
 - e. Laborers - 4 (Four) nos. for BHP at base and to load/ unload sack materials from Company's warehouse
 - f. Transportation silo drivers – Minimum 04 (Four) Nos. However, the contractor may deploy as many numbers of Drivers as per their requirement to complete the jobs stipulated in the contract. The Driver(s) deployed by the Contractor must have valid

professional heavy motor vehicle driving license as per Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 of India. The date of issue of the professional heavy motor vehicle driving license of the Driver(s) engaged by the contractor must not be less than 03(three) years old from the date of engagement of the respective Driver(s) by the contractor.

g. Helper for transportation silos – Minimum 04 (Four) Nos. However, the contractor may deploy as many numbers of Helpers as per their requirement to complete the jobs stipulated in the contract.

h. Security Personnel at BHP - Round the clock. The requirement is minimum 1 year experience in security.

i. Automobile maintenance personnel/arrangement as & when required.

The above requirement of manpower is indicative only. However, the contractor has to assess the requirement and bid accordingly. It is to be noted that employment of labourers and other personnel at well sites and Central BHP will be governed by oil mines and other regulations applicable to oil industry.

4.0 Special Notes: During the execution of the services under this contract the contractor shall give special attention to the following points as the Central Bulk Handling Plant is proposed to be set up within an area having human habitat in the vicinity -

a. The successful bidder will take necessary precautions to contain the dust generated while cutting the Barytes sacks on to the cutting pods and while transferring the Barytes from the cutting pods to the storage silos as well as from the storage silos to the transportation silos and vice versa. For this purpose the contractor must devise a suitable method like putting the vent under water or any other method that may be available.

b. The successful bidder will take necessary precautions to reduce the sound generated while operating the compressors for keeping the noise pollution under control due to reasons mentioned under a) above. For this purpose the contractor must place compressors with minimum noise level.

c. The successful bidder will also take necessary precautions to collect the cut HDPE bags and dispose the same from time to time at a place designated by GM - Chemical or his representative.

d. The BHP will be normally operative in daylight hours. However, in times of emergency the successful bidder must be in a position to provide uninterrupted services of the Central Bulk Handling Plant in three shifts a day.

5.0 The Broad Specification: The broad specification of storage silos at Central Bulk Handling Plant, Field Storage Silos and Compressors to be provided at well sites are as under:

a. Storage Silos at Central Bulk Handling Plant:

Capacity : 1000-1500 cft.
Quantity : 2 Nos.
Position of Mounting: Vertical skid mounted
Diameter of Silo : 2600 mm (Approx.)

Total Height of Silo: should be less than 8000 mm (approx.)
Code of construction : ASME, SEC. VIII. DIV. 1/1S-2825.
Type of heads : TORISHERICAL.
Skid : ISME 200, vessel mounted on 4 no. of posts on the skid.
Ladder : Ladder up-to the height of silo.
Should be complete with manholes, floating nozzles, vent, outlet, inlet , safety valve etc.

b. Field Storage Silos at Well Site:

Capacity : 600-800 cft.
Quantity : 2 Nos. per rig (10 nos for 5 rigs)
Position of Mounting: Vertical skid mounted
Diameter of Silo : 2600 mm (approx.)
Total Height of Silo: 8000 mm (approx.)
Weight of each Silo (Empty): Within 10000Kg (Approx.)
Code of construction: ASME, SEC. VIII. DIV. 1/1S-2825.
Type of heads : TORISPHERICAL.
Skid : ISME 200, vessel mounted on 4 no. of posts on the skid.
Ladder : Ladder up-to the height of silo.

Should be complete with manholes, floating nozzles, vent, outlet, inlet, safety valve etc.

Note: The Storage Silos at Central Bulk Handling Plant & Field Storage Silos at Well Site shall have proper lifting lugs, ladders etc. for ease of rigging-up & rigging-down.

c. Compressor:

Type : Screw Air Compressor.
Working pressure : 7 kg / cm². (with pressure reducing valve adjusted to 2.8 kg/cm²)
Free air delivery (FAD): 8.5 kg / cm².
R.P.M. : 1500-1800
Air drier : To handle 300 cfm(8.5 m³ /min.)
Make : Kirloskar Pneumatic Compressor or AtlasCopco or IngersolRand or Chicago Pneumatic
Prime-mover : Ruston or Ashok Leyland or Cummins or Kirloskar oil Engine.

d. Transportation Silos: Broad specification of Transportation Silos to be provided, operated and maintained by the contractor

i. Barytes Haulers : Brand new (i.e procured & mounted on the Trucks after issuance of LOA by OIL), Make: Himech Barytes Haulers or equivalent.

Transportation silos (Barytes Haulers) are to be especially designed for independent loadings and discharge of Barytes powder through 100 NB discharge line, Haulers

should be efficient and dependable having capacity of around 200 cft. The Transportation Silo will be complete with all piping connections.

BARYTES HAULER should consist of the following:

- Pressure Vessel of capacity of around 200 cft.
- Air Fluidisation System
- Butterfly Valves & Ball Valves
- Platform and Ladder, Walkways

Salient Features:

- Well Balanced Axle Loading
- Better road stability and manoeuvring

Specifications : Materials of Construction

Note: Each transportation silos (Barytes Haulers) should be permanently mounted suitably on Truck chassis meeting the following specifications:

- ii.a. Gross Vehicle Weight (GVW): 31000Kg.
- b. Drive: As per manufacturers design desirably 8X2 or 8x4. It shall be contractor's endeavour to engage the Trucks with at least twin rear drive axles (i.e 8X4 Drive etc.) apart from other rear & front axles considering heavy haulage and road condition in mining areas/roads in oil fields.
- c. Driver's cabin: To be supplied with all standard fittings, accessories & gauges/instruments with seating capacity minimum 02 Nos. including Driver.
- d. Engine power: As per manufacturers design.
- e. Engine emission : Applicable emission norms in India.
- f. Indicative make & model : TATA 3118 or Ashok Leyland 3118 or equivalent.
- g. Comply as per Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 & any other rules & regulation of competent authority of India.
- h. The Trucks of the Truck mounted transportation silos to be engaged by the contractor shall not be more than 02 (two) years old as on original bid closing date. However, no preference/no price escalation etc. shall be given to the bidders/contractors with brand new/lesser vintage Trucks.
- i. The contractor may also deploy vehicles with higher Gross Vehicle Weight (GVW) & higher specifications than the GVW & specifications mentioned in the tender/contract at their own risk. However, no preference/no price escalation etc. shall be given in this regard.
- j. Considering road condition in mining areas/roads in oil fields, before selecting any vehicle/equipment, the contractor for their own interest, may get acquainted with

the existing surroundings & typical oil field roads/bridges of OIL's areas of operation in Assam & Arunachal Pradesh through which their vehicle(s)/equipment has to ply for manoeuvrability etc. OIL shall no way be held responsible in future in this regard even the vehicles/ equipment are inspected & accepted by OIL.

k. All standard fitting & accessories as per Motor Vehicle Act & Rules of India.

6.0 LIABILITY:

6.1 Except as otherwise expressly provided, neither company nor its servants, agents, nominees, contractors, of subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and /or loss of or damage to the property of the contractor and / or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of company and / or its servants, agents, nominees, assignees, contractors and subcontractors. The contractor shall protect, defend, indemnify and hold harmless company from and against such loss or damage and any suit, claim or expense resulting there from.

6.2 Neither company nor its servants, agents nominees assignees, contractors, subcontractors shall have any liability or responsibility whatsoever for injury to illness, or death of any employee of the contractor and / or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of company and / or its servants, agents nominees assignees, contractors and subcontractors. Contractor shall protect, defend indemnify and hold harmless company from and against such liabilities and any suit claim or expense resulting there form.

6.3 The contractor here agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against company and / or its under writer, servant, against, nominees, assignees, contractors and subcontractors for loss or damaged to the equipment of the contractor and / or its subcontractor when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

6.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against company and / or its underwriters, servants, against, nominees, assignees contractors and subcontractors for injury to illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

6.5 The Contractor hereby further agrees to own complete responsibility for any administrative problem (due to local public or, contractors' employee etc.) that may arise during transportation of field storage silos, surge tank, and compressor from one location to the other location. Under such circumstances the contractor will have the responsibility to resolve issues to avoid any loss or, damage to people, property, time etc.

7.0 INDEMNITY AGREEMENT:

a. The contractor agrees to protect, defend, indemnify and hold company harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses,

costs, liens and judgment of every kind and character, without limit, which may arise in favour of contractor's employees, agents contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel / property as a result of the operation contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

b. The company agrees to protect, defend, indemnify and hold contractor harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel / property as a result of the operation contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

c. **INDEMITY APPLICATION:** The indemnities given herein above, whether given by company or contractor, shall be without regard to fault or to the negligence or either party even though said loss, damage, liability, claim demand, expense, cost or causes of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

8.0 WAIVERS AND AMENDMENTS: It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

9.0 PAYMENT & INVOICING PROCEDURE:

9.1 Company shall pay to contractor, during the term of the contract, the amount duly calculated according to the rates of payment set and in accordance with other provisions hereof on the basis of daily log book signed by departmental officer. No other payments shall be due from company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

9.2 All payment by company to contractor shall be made at contractor's designated bank.

9.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which company questions.

GENERAL TERMS AND CONDITIONS

1.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT:

1.1 The contract shall become effective as on the date company notifies the contractor in writing that the contract has been awarded.

1.2 Commencement date: The date on which the contractor's personnel along with necessary tools and equipment, transport silos, etc. arrive at Duliajan, set up the Central Bulk Handling Plant at Base and ready to transport Barytes by transportation silos to the first well, will be the commencement date of the contract. Mobilization of contractor's personnel and equipment at Duliajan shall be completed within 180 days of issuance of LOA.

1.3 The contract shall be initially for a period (primary term) of 3 (three) years with an option for OIL to extend the contract period for another 1 (one) year at the same rates, terms and conditions.

2.0 DEFINITIONS / TERMS: The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise requires.

2.1 Company means OIL INDIA LIMITED (OIL) / OPERATOR

2.2 OIL/Operator means the person or persons appointed and approved in writing from time to time by the Operator to act on its behalf for overall co-ordination and project management at site.

2.3 'Chemist' means the person or persons/agencies appointed from time to time by the Operator to act on its behalf to the extent so authorized and notified in writing to the Contractor.

2.4 'Chemist's Representative' means any resident Chemist or assistant of the Chemist appointed by the Operator to perform the duties set out in Article whose authority is notified in writing to the Contractor by the Head - Chemical / Chemist.

2.5 'Site' means the lands/location specified by the operator under in or through which the operations are to be carried out, for the purposes of the contract together with any other places designated in the contract as forming part of the site.

2.6 'Commencement Date' means the date in which the operation under this contract is taken charge of by the Contractor (applicable in case of delay in Mobilization only, otherwise as per Clause 1.0).

2.7 'Guarantee' means the period and other conditions governing the warranty/guarantee in respect of the works.

2.8 Contractor's Representative' means such person or persons duly appointed at the site by the Contractor in writing delegating authority to act on behalf of the Contractor in matters related to the work.

2.9 'Company's items' means the equipment and services which are to be provided by Company or Contractor at the expense of company.

2.10 'Contractor's items' mean the equipment and services which are to be provided by contractor at the expense of the Contractor.

2.11 'Mobilization of the Contractor' means deployment of all the specified equipment with truck / crew by the Contractor to begin work for the first designated site.

2.12 'Demobilization of the Contractor' means removal of all the specified equipment with truck / crew from the base camp by the Contractor after completion of the services.

2.13 'Specification' means those specifications of the work relating to the industry standards and codes, work performance, quality and the specifications affecting the works and performance of the work detailed in the specifications of this contract.

2.14 'Day' means a calendar day of twenty four (24) consecutive hours beginning at 00:00 hours (midnight) and ending at 2400 hours (midnight) following, as referred to local time at site.

2.15 'Third party' means any group, corporation, person or persons who may be engaged in activity associated with the work specified but who shall remain at arm's length from the work and who shall not have a direct responsibility or authority under the terms of the contract.

2.16 'Work' means all the work to be performed by Contractor under this Agreement.

2.17 'Facility' means all properties of the Operator owned or hired which is or will be a part of the Operator's well site and the base plant.

2.18 'Contract price' means the sum or sums agreed to pay by the Operator as consideration for the work performed by the Contractor in the contract subject to any conditions thereto or deductions therefrom which may be made under the provisions of the contract.

2.19 'Certificate of Completion' means certificate issued by the Company to the Contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by Company.

2.20 'Company's base' means Duliajan or subsequently changed place from where the Barytes is to be supplied /transported to the well site (Locations)

2.21 Base camp set up / accommodation: Contractor has to arrange for their own personnel accommodation.

3.0 DUTIES & POWERS:

3.1 OIL/Operator's Representative: The duties of the OIL representative(s) are to act on behalf of the Operator for overall co-ordination and project management at location. The OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorized and notified by the Operation to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work.

3.2 Chemist: The Chemist shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Chemist shall have the right to inspect at all reasonable intervals and part of the works and

necessary tests to be carried out and such work which is not in accordance with the contract. The Chemist will have right to scrutiny of the records for the work. In general the Chemist will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor.

3.3 Contractor's Representative: The Contractor's Representative shall have all the powers required for the performance of the works. The OIL Representative shall liaise with the Contractor Representative for the proper co-ordination of the works and or any other matter pertaining to the works.

4.0 COMPENSATION TO CONTRACTOR:

4.1 General: The Operator agrees to pay Contractor for work performed/services rendered by the Contractor, a sum computed at the rates specific in the contract.

4.2 Firm Price: The rates payable under this contract shall be firm during the term of the Agreement and no escalation on any account e.g. wages, HSD price, taxes/duties and whatsoever shall be allowed under any circumstances.

5.0 OVERALL CONDITIONS OF THE CONTRACT:

A. Contractor's Obligations:

5.1 Contractor shall:

- a. In accordance with and subject to the terms and conditions of this contract perform the work described.
- b. Except as otherwise provided herein provide all labour and other personnel as required to perform the work.
- c. Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- d. Be deemed to have satisfied itself before submitting its Bid as to the correctness and sufficiency of its Bid for the services required and of the rates and prices, except insofar as otherwise provided herein cover all its obligation under the contract.
- e. Give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- f. To comply with all local/statutory regulations for mines act, labour laws etc.
- g. Observe safety regulations in accordance with acceptable Oilfield practice contractor shall take all measures reasonably necessary to provide safety gears and safe working conditions and shall exercise due care and caution in preventing accident, fire, explosion and blow out, etc.

- h. Report to company any evidence if identifies which may indicate or likely to lead to an abnormal or dangerous situation at the earliest opportunity and immediately take the first emergency control steps within contractor's scope at well/works site.
- i. If any equipment malfunctions and cannot be repaired at well site / base within reasonable period resulting in contractor's failure to provide the services, the penalty as mentioned elsewhere in this contract will be applicable.
- j. Depending upon the requirement and availability, the contractor should also be capable of providing their services at any odd hours.
- k. Carry out the work of Barytes transportation jobs with professional competence and an efficient and workman like manner and provide company with a standard of work customarily provided by reputed Bulk handling company to major international Companies in the Petroleum industry.
- l. The Transport silos and other equipment, tools and materials to be provided by contractor shall be in first class working condition and upto entire satisfaction of GM - Chemical or his representatives.
- m. The contractor shall keep all the 4 (four) no. of transport silos (each silo is having a capacity of around 200 cft in good operating condition at all the times. The requirement of nos. of silo may be increased depending upon company's operation.

5.2 Contractor shall be responsible for:

- a. Erection, operation and maintenance of the Central Bulk Handling Plant set up at the base as per terms of this contract.
- b. Supervision during loading of Barytes at Central Bulk Handling Plant at Duliajan (set up, operated and maintained by the contractor) and also to transportation silos.
- c. Transportation of Barytes through transportation silos
- d. Off-loading of Barytes to field silos at well site with the help of contractor's compressor at site.
- e. Operation of surge tank for transfer of Barytes to hopper.
- f. Transportation of left over Barytes in well sites after rig down.
- g. Assembling /dismantling of lines through compressor from transportation silos / field silos
- h. Start/Operate the compressor at designated well site for off-loading of Barytes.
- i. Operation, maintenance, supply of fuel, lubricants, consumables, spares etc. of the Truck mounted Transportation Silo units at Contractor's risk & cost.
- j. The Contractor must ensure timely renewals of all licenses and permits/certificates of the vehicle(s) within the due dates at their cost & means.

5.3 Contractor shall arrange for regular and periodical maintenance of their equipment including replacement of worn-out parts/supply of all spare parts (at its own cost) and ensure a smooth and break down free operation.

5.4 Contractor must have an established office adjacent to the Oil heads quarters Duliajan, so that the contractor/his representatives can be contacted in odd hours as and when required. Additionally, the contractor must keep competent representative, who shall be in-charge of contractor's personnel and who shall have full authority to resolve all day to day matters.

5.5 Seeing the nature of company's operations, the contractor must supply requisite manpower for doing the jobs at a short notice so as to prevent any shut down of company's operations. Moreover the contractor may be required to mobilize additional labours for meeting any emergency, at a very short notice.

5.6 The safety of contractor's employees will be contractor's responsibility. All safety measures as necessary for well site/plant operations will be provided by contractor to its employees.

5.7 The fuel and lubricants required for running the service will be supplied by contractor at its own cost.

5.8 Discipline: Contractor shall maintain strict discipline and good order among its personnel throughout the duration of this contract. Should company feel with just cause, that the contract of any of contractor's personnel is detrimental to company's interests, Company shall notify contractor in writing the reason for requesting removal of such personnel / employee at its expense within 7 days.

5.9 Contractor shall arrange to obtain necessary permission from appropriate authority for compliance with any labour law, or any other regulations applicable to its personnel/vehicles/equipment as applicable in connection with the execution of the jobs.

5.10 Contractor shall maintain at all times proper records of Bulk materials received for processing, delivered to the drilling rig and received back from rigs from time to time and submit report to Company on a weekly basis.

5.11 Accommodation: Accommodation of contractor's personnel shall be contractor's responsibility. Company will not provide any accommodation whatsoever.

B. Company's obligations:

5.13 Inspection:

a. The Company's Chemist / representative shall upon initial placement of Central Bulk Handling Plant, transportation silos, field silos check all the relevant documentation and duly inspect / test the same before accepting if for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. Any vehicle / silo found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Chemist/ representative.

- b. The Company's Chemist shall have power amongst others as follows:
- i. Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
 - ii. Undertake periodic inspection of the Central Bulk Handling Plant, transportation silos as per programme as may be decided by him / her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorized representative. Such inspection / test carried out by the company shall be at the Contractor's cost and risk.
 - iii. Instruct the Contractor to remedy / rectify expeditiously any defects revealed upon periodic inspection / test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
 - iv. Instruct the Contractor to remove the vehicle(s) silo(s) in respect of which the defects have been detected upon inspection/test periodically by the Company and which have remained unrectified.
 - v. Instruct the Contractor to remove the vehicle(s)/ silo(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
 - vi. Check the speedometer and kilometre readings and notify and defects and determine any correction factor on the service statements-cum-bill in case the speedometer and kilometre readings are found to be defective.
 - vii. 'LICENCE AND PERMITS' means any and all of the following, which must be valid and updated periodically by the Contractor at their means & expenses to the satisfaction of the Company.
 - A. Valid & applicable professional motor vehicle driving license as per Motor Vehicle Act, 1988 and Central Motor Vehicle Rules, 1989 of India for the driver(s).
 - B. Registration book(s)/certificate(s) with up to date record of payment of Road Tax for vehicle(s).
 - C. Permits for plying the vehicle(s)/transport silo(s) for commercial purpose as may be required for Assam & Arunachal Pradesh.
 - D. Fitness Certificate(s) for vehicles, if required.
 - E. Inner line Permit(s) for Arunachal Pradesh.
 - F. Comprehensive insurance Certificate(s) both for vehicle(s) / silo(s) as well as Crew
 - G. Any other as required under law in force.

5.12 A cumulative of 48 hours servicing time (not exceeding three occasions) with prior permission of company's Chemist will be allowed every calendar month for servicing/maintenance without any deduction of rental charge. The said 48 hrs will be restricted to every month and cannot be carried over.

5.13 Company shall, in accordance with and subject to the terms and condition of the contract, pay contractor for the services availed / materials supplied as stipulated herein.

5.14 Company shall allow Contractor access, subject to normal security and safety procedures to all areas as required for orderly performance of the work/ supply.

5.15 Company reserves the right to check the Central Bulk Handling Plant and other contractor's items before the commencement date. If they are not found in good order or not meet specifications as per enclosed EXHIBIT-II or in case of non-availability of some of the contractor's items listed in EXHIBIT- II the Commencement date shall be the date when contractor has remedied such default. The Company also reserves the right to inspect the equipment at any time during the operation. Any equipment found short and defective shall be replaced/rectified by the contractor within the shortest possible time without causing disruption of work assigned to the contractor under this contract. Any delay caused on account of replacement of short and defective equipment shall be owned by the contractor. Any equipment found defective and unserviceable during the tenure of the contract shall be replaced by the contractor forthwith and all costs including transport freight and other duties and taxes, levies and expenses for such replacement shall be borne by the contractor.

5.16 The company also reserves the right:

- a. To change the bulk handling program at any time.
- b. To check, at all times. Contractors stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- c. To order suspension of operations while and whenever.
 - i. Contractor's personnel is deemed by company to be not satisfactory or.
 - ii. Contractor's works quality is deemed by company to be not satisfactory or
 - iii. Contractors equipment does not conform to regulations or to the specification enclosed in EXHIBIT-II or
 - iv. Contractors insurance in connection with operations hereunder is found by company not to satisfy the requirement set forth in this contractor or
 - v. Contractor's equipment turns into a danger to on or around the rig or to the well/work site.

5.17 Association of Company's Personnel: Company's personnel will be associated with the work throughout the bulk handling operations and Contractor shall ensure simultaneous transfer of know-how, technology and new developed services with exception of commercial secrets.

5.18 Company shall make available to contractor the bulk material (e.g. Barytes) for processing and despatch to the drilling rig.

5.19 Contractor shall carry out the preventive as well as break down maintenance of company's compressor at Central Bulk Handling Plant and at well site.

6.0 CONTRACTOR'S PERSONNEL:

6.1 Contractor warrants that it shall furnish competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently as per the list of

personnel indicated in clause 3.11 Contractor's personnel under the Scope of Work. Contractor shall ensure that such personnel observe applicable Company's safety requirement. The personnel working as operator should possess valid license for running heavy vehicle. The company has the option to accept or reject any staff / personnel of the contractor, who do meet the company's requirement and found to be unsuitable, in which case the contractor shall provide suitable alternative to the satisfaction.

6.2 Contractor will be responsible for and shall provide for all requirements of his personnel and his sub - contractor, if any, including but not limited to their insurance, housing medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any, payable in India or outside at no extra charge to the company.

6.3 The contractor will also be responsible for providing food, accommodation, security gate pass and PPE to all his personnel. Details of technical specification, units and quantity will be as per "Details of Scope of Work and Specifications".

6.4 Transportation of contractor's personnel to and fro from well site will be arranged by Contractor at their cost.

6.5 The proforma for undertaking from all the personnel, engaged by the contractor, should be forwarded as per ANNEXURE-A.

7.0 MOBILIZATION:

7.1 Mobilization charges will be payable once the following activities are completed:

- a. Setting up of the all season Barytes godown, cuttings shed, platform for cutting and loading Barytes powder, erecting the silos & compressors at Central plant site,
- b. Accumulating all items as per terms of contract including manpower and transportation facilities at Duliajan and
- c. Erection of all items as per terms of contract and rigging up of the system for operation at the first drill site duly certified by Company representative.

7.2 The Mobilization of all equipment to site shall be completed within 180 days from the date of issue of LOA.

7.3 Mobilization charge includes all charges on all equipment, accessories spares and consumables.

7.4 Mobilization charges shall cover all local and outside cost of the contractor to mobilize the equipment to the site and shall include all duties, taxes and transport to the operation base etc.

7.5 The Contractor shall arrange for requisite entry passes for its employees to the well site. Company will assist in obtaining industrial entry pass.

8.0 DEMOBILIZATION:

8.1 Demobilization charges will be payable when all equipment / tools are removed from site , duly certified by the company's representative regarding satisfactory completion of the work assigned under this contract either on premature termination of contract / at the end of the contract / extended period of contract.

8.2 The Demobilization charges include all charges inclusive of Demobilization of all equipment from Operation base/site.

8.3 Company shall give notice to contractor to commence Demobilization. Contractor will ensure that Demobilization is completed within 45 days of notice from the company. No charge whatsoever will be payable from that date of notice to demobilize.

8.4 Demobilization deems to be completed when the area is brought back to original condition upto the certification of company representative.

8.5 All charges connected with Demobilization including all fees and taxes in relation thereto and insurance and freight will be to contractor's account.

9.0 WARRANTY AND REMEDY OF DEFECTS:

9.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, efficient, and current state of the art technology/inspection services and conformity with all specifications, standards and drawings set forth or referred to in the technical Specifications with instructions and guidance which Company may, from time to time, furnish to the Contractor.

9.2 Should Company discover at any time during the currency of this contract or within one year after completion of the operations that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company at its option, may have such remedial work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

9.3 The rights and remedies of company provided by this Clause are in addition to any other right and remedies provided by law or in equity or otherwise.

10.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

10.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any conduct of operation hereunder, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

10.2 Contractor shall not, without Company's prior written consent, make use of any document or information referred in this contract and the NIT except for purposes of performing the contract.

10.3 Any document supplied to the Contractor in relation to the contract other than the contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the contract if so required by Company.

10.4 All data assembled, compiled, developed, reproduced and studied by the contractor in connection with the services rendered shall be considered strictly confidential. The secrecy of the data shall be maintained by the contractor even after the expiry of the contractual service period.

11.0 TAXES:

11.1 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

11.2 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and / or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

12.0 PATENT INFRINGEMENT:

12.1 Contractor shall defend and hold Company harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Company and / or use of any patented processes. Compositions machines or articles of manufacture, Company shall at all times have the right to be represented by its own counsel and participate in the defense of any action in which Company is a party defendant.

12.2 Company shall defend and hold Contractor harmless against any and all claims action and liabilities for violation of any patent of patents brought against Contractor and/or Company by any third party as a result of Company's use of any patented processes composition, machines or articles of manufacture. Contractor shall at all times have the right to be represented by its own counsel and to participate in the defense of any action in which Contractor is a party defendant.

13.0 LIQUIDATED DAMAGES:

13.1 For default in timely Mobilization of all equipment liquidated damage @ 0.5% of estimated contract value for delay of each week or part thereof subject to a maximum of 7.5% of the estimated contract value will be applicable.

13.2 In the event of contractor's failure to mobilize all the equipment to Company's site within 15 weeks' time after expiry of the Mobilization time (to be incorporated in the contract), company will have the right to terminate the contract.

14.0 PENALTY: It is the responsibility of the BHP contractor to ensure uninterrupted supply of Barytes for weight maintenance of drilling fluid. Therefore any delay in supply of Barytes on the part of the contractor, for any reason thereof would attract penalty. Penalty would be levied under following conditions:

Part-A: Penalty for Inability to deliver the materials (Barytes) at Well site = Ton Hour Rate as (a) (x) Quantity in Tons as (b) (x) delay in hours (c).

a. Ton Hour Rate: The total Contract cost is taken as "Total Cost for total Ton Hours for 4 trucks". Accordingly the Ton Hour rate is computed as: $\frac{\text{Total Contract Cost}}{\text{total Contract period in months} \times \{\text{Days in a Month} \times \text{Hours in a days}\}}$ i.e $\frac{\text{Contract Cost}}{\text{total period in months} / (30 \text{ days} \times 24 \text{ Hours})} / 4 \text{ Trucks}$

b. Quantity: Quantity in Tons

c. Hours: Delay in Hours beyond the notified period (as per Note-1 below).

Part-B: Penalty for Inability to give the service at well site = Double of Ton Hour Rate as defined in Part-A (a) (x) delay in hours (d)

d. Hours:- Delay in hours beyond the notified period (as per Note-2 below).

Note 1: The Quantity requirement for delivery at individual rig will be intimated to the contractor with 24 hrs prior written notification. Failure to deliver Barytes from the Central plant to the rig within 24 hrs of notified period would attract penalty.

Note 2: The requirement for service of Barytes at the hopper at individual rig will be intimated to the contractor with 1 hrs prior intimation. Failure to deliver Barytes from the field silo to the hopper within 1 hour period would attract penalty.

15.0 INSURANCE:

15.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment/ vehicle belonging to the Contractor or its sub-contractor during the currency of the contract.

15.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- a. Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b. Employees Liability Insurance as required by law in the country of origin of employee.
- c. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.

- d. Contractor's items provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- f. Public Liability Insurance as required under Public Liability Insurance Act 1991.

15.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Company's account.

15.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.

15.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating.

- a. Kinds and amount of insurance as required herein.
- b. Insurance company or companies carrying the aforesaid coverage
- c. Effective and expiry dates of policies.
- d. Territorial limits of the policies.

15.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

15.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

15.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

16.0 CHANGES:

16.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, change the rig for silos services as per operational requirement, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

16.2 If a change results in an increase in compensation due to Contractor or in a credit due to company. Contractor shall submit to company an estimate of the amount of such

compensation or credit in a form to be prescribed by company. Such estimates shall be based on the rates shown in the contract. Upon review of Contractor's estimate, company shall establish and set forth in the change order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If contractor disagrees with the compensation or credit set forth in the change order contractor shall nevertheless perform the work as changed and the parties will resolve the dispute in accordance with Article 22 (Arbitration) hereunder. Contractor's performance of the Work as changed will not prejudice contractor's request for additional compensation for work performed under change order.

17.0 TERMINATION:

17.1 This Contract shall be terminated upon completion of the job required to be done by the Contractor of the job with full satisfaction of OIL.

17.2 Company, may without prejudice to any other remedy for breach of contract, by written notice of default sent to contractor, terminate the contract in whole or in part if contractor fails to perform any of its obligation under the contract and if contractor does not cure its failure within a period of 30 days (or such longer period as the company may authorize in writing) after receipt of the default notice from company.

17.3 In the event company terminates the contract in whole or in part pursuant to paragraph 16.1. Company may procure upon such terms and in such manner as it deems appropriate materials, equipment and services required to complete that part of the operation in default by the contractor and contractor shall be liable for any excess costs incurred by company. However, contractor shall continue performance of the contract to the extent not terminated.

17.4 Company may at any time terminate the contract by giving written notice to contractor, without compensating contractor, except for services already rendered, if contractor becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to company. Similarly, the contractor may also at any time terminate this contract by giving 6 months' notice without compensation if the company become Bankrupt or otherwise become insolvent and provided further that no steps have been taken by the company within the notice period of 6 months to avoid Bankrupt and insolvency.

17.5 Company may, by written notice sent to contractor, terminate the contract in whole or in part of any time for its convenience. The notice of termination shall specify that termination is for company's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, which should be at least 15 days after the date of the notice of termination. If company exercises this right it shall pay contractor in accordance with the provisions of the contract for work satisfactory performed up to the date of termination as well as for Demobilization cost, if any, substantiated by contractor to the satisfaction of company.

18.0 INGRESS AND EGRESS AT LOCATION: Company shall provide contractor, if required, requisite certificates for obtaining right of ingress from location where jobs are to be performed, including any certificates required for permits or licenses for the

movement of contractor's personnel. Should such permits/licenses be delayed because of objections of appropriate authorities in respect of specific contractor's person(s), such person(s) should be promptly removed from the list by the contractor and replaced by acceptable person(s).

19.0 CONSEQUENTIAL DAMAGE: Neither party shall be liable to the other for special indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

20.0 MOBILIZATION ADVANCE PAYMENT:

20.1 Request for advance payment shall not be normally considered, however, depending on the merit and at the discretion of the company, advance against Mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI, CAG Branch, Kolkata from the date of payment of the advance till recovery/refund.

20.2 Advance payment agreed to by the company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance.

20.3 Bank guarantee shall be valid for 2 (two) months beyond completion of Mobilization and the same may be invoked in the event of contractor's failure to mobilize as per agreement.

20.4 In the event of any extension to the Mobilization period, contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

21.0 NOTICES:

21.1 Any notice given by one party to other pursuant to this contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

	Company	Contractor
i.	GM (Chemical) Chemical Department OIL INDIA LIMITED DULIAJAN - 786602 ASSAM, INDIA	
ii.	CGM (Contracts) Contracts Department OIL INDIA LIMITED DULIAJAN - 786602 ASSAM, INDIA Telex No. 288 249 DULO IN	

288 211 DULO IN

FAX NO. 0374 - 2801680 /2800533

E Mail: contracts@oilindia.in / chemical@oilindia.in

21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22.0 SUBCONTRACTING:

22.1 Contractor shall not subcontract or assign, in whole or in part its obligation to perform under this contract except with company's prior written consent which will not be unreasonably withheld. Company will have the right to accept or reject any subcontractor so selected.

22.2 Company shall have the right at any time to assign all or any part of its right hereunder to related or affiliated or subsidiary company provided that such successor shall remain fully liable and responsible to contractor and obligation imposed by the agreement.

23.0 MISCELLANEOUS PROVISIONS:

23.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

23.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, Ordinance or Law, regulation or bye-law.

23.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required, on the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of service: Hiring of services for Pneumatic Baryte Loading facility for 05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan, for loading, transportation & offloading of barytes at 05 nos. drill sites for a period of 03 (Three) years with a provision of extension up to 01 (one) more year.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item (b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the

person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer /Engineer/Official/Supervisor/Junior Engineer for safe operation.

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of services for Pneumatic Baryte Loading facility for 05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan, for loading, transportation & offloading of barytes at 05 nos. drill sites for a period of 03 (Three) years with a provision of extension up to 01 (one) more year.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the

company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section: 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section: 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

For the Principal

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s (Name of the Bidder) for the last 03(Three) completed accounting years upto.....**(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number :

Signature

Registration No. :

PROFORMA FOR UNDERTAKING BY CONTRACTOR'S PERSONNEL

I _____ S/o _____
R/o _____ with M/s. _____ have
been deployed _____ w.e.f. _____ in
OIL's operation by my employer M/s _____

I hereby voluntarily undertake that I will not claim employment or any service benefit available to employees of OIL by virtue of such deployment.

I am employee of _____ for all practical purposes and there is no Privity of Contract between me and OIL.

Signature

DULIAJAN :

WITNESS :

1.0 NAME :
DESIGNATION:
DATE :

2.0 NAME :
DESIGNATION:
DATE :

FORMAT FOR UNDERTAKING: BEC CLAUSE NO. 1.3
(To Submit along with unpriced Techno Commercial Bid)

TO,
CGM (CONTRACTS)
OIL INDIA LIMITED
DULIAJAN

SUB: Declaration against BEC Clause No. 1.3
E-Tender No. CDO1779P20

Dear Sir,

With reference to above noted tender, if the contract is awarded to me/us by OIL, I/we hereby undertake and confirm to comply the following during the entire tenure of the contract period:

- a) That, I/We shall engage 04 Nos. of Truck mounted Transportation silos of capacity as specified in the tender.
- b) That, the Trucks of the Truck mounted transportation silos to be engaged by the contractor shall not be more than 02 (two) years old as on original bid closing date.
- c) That, the transportation silos shall be brand new (i.e procured & mounted on the Trucks after issuance of LOA by OIL) and shall be mounted permanently on aforementioned Trucks suitably.
- d) That, I/We shall carry out the jobs strictly as per the tendered specifications & all other terms & conditions of this tender.

Yours faithfully,

FOR & ON BEHALF OF BIDDER

Signature: _____

Name: _____

FORMAT FOR DECLARATION REGARDING MOBILIZATION
(TO BE SUBMITTED BY THE BIDDER ALONGWITH THE BID)

To
Chief General Manager (Contracts)
Oil India Limited
Duliajan

Sub: Declaration regarding Mobilisation of Barytes Handling Plant Services
IFB No. CDO1779P20

Dear Sir,

With reference to above mentioned tender, I / we hereby confirm that if the contract under the above tender is awarded to me / us, I / we will mobilize the goods and services as per the desired specifications as detailed in the NIT and tender document within 180 (One hundred eighty) days from the date of issuance of LOA.

Yours faithfully,

Signature_____

Name of the Bidder_____

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam								
DESCRIPTION OF WORK/SERVICE: Hiring of services for Pneumatic Baryte Loading facility for 05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan, for loading, transportation & offloading of barytes at 05 nos. drill sites for a period of 03 (Three) years with a provision of extension up to 01 (One) more year.								
PRICE BID FORMAT: E-TENDER NO. CDO1779P20								
NAME OF BIDDER								
Bidder's GST No.								
SAC/HSN Code								
Select the benefit sought under the Policy (Use Drop Down List)								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C)
10	Mobilization Charges	LSM	1				0.00	0.00
20	Rental Charges for Bulk Handling Plant	MON	36				0.00	0.00
30	CGI sheet shed	LSM	1				0.00	0.00
40	Rental charge for transportation silos	MON	36				0.00	0.00
50	Running Charges for Transportation Silos	TKM	15,00,000				0.00	0.00
60	Service Charge for Operating CBHP & Other	MON	36				0.00	0.00
70	Demobilization Charges	LSM	1				0.00	0.00
Total (Rs)							0.00	0.00
								The above cost should be maintained under "Total Bid Value" in the E-Tender Portal

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST).
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contract will be binding on the bidder.
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.
6. Bidder may seek benefits under Public Procurement Policy for MSEs – Order 2012.
7. Refer to GCC for detail of GST.
8. Refer to SOQ & SCC for Item detail Description.
9. Mobilisation Period: 180 (One Hundred Eighty) days from the date of issue of LOA.

BID FORM

To
M/s Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDO1779P20

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the original date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2019.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)**(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**TO
CGM (CONTRACTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India**

Sir,

SUB: OIL's IFB No. CDO1779P20

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO1779P20** for **Hiring of services for Pneumatic Baryte Loading facility for 05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan, for loading, transportation & offloading of barytes at 05 nos. drill sites for a period of 03 (Three) years with a provision of extension up to 01 (one) more year.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

TO
CGM-CONTRACTS
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL's IFB No. CDO1779P20

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB No.
CDO1779P20 for **Hiring of services for Pneumatic Baryte Loading facility for**
05 (Five) Rigs including setting up a Central bulk handling plant at Duliajan,
for loading, transportation & offloading of barytes at 05 nos. drill sites for a
period of 03 (Three) years with a provision of extension up to 01 (one) more
year for any commercial/Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said
representative shall commit.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and
shall be signed by a person competent and having the power of attorney (Power of
attorney shall be annexed) to bind such Bidder.

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ____ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Contd.... P/2

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) “MT 760/MT 760 COV” for issuance of bank guarantee.
 - ii) “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

**To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602**

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute _____ (Brief Description of the Work) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Contd.... P/2

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) “MT 760/MT 760 COV” for issuance of bank guarantee.
 - ii) “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 10% of annualized Contract value) with validity of 03 (three) months beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

E-TENDER NO. CDO1779P20

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDO1779P20

**To,
The CGM-Contracts
Contracts Department,
OIL, Duliajan**

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1779P20

Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<u>BID EVALUATION CRITERIA (BEC)</u> The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.			
<u>1.1 FINANCIAL CRITERIA</u>					
2	1.1.1	Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 98,44,600.00 (Rupees Ninety Eight Lakh Forty Four Thousand Six Hundred only) .			
3	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year. Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1779P20

		Section 2 (57) of The Companies Act, 2013.			
4	Note to BEC Clause 1.1 above	<p>a. For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2 above), any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit & Loss account.</p> <p style="text-align: center;">OR</p> <p>(ii) A certificate issued by a practicing Chartered or Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Annexure-X.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, he has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ have actually not been audited as on original bid closing date'</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1779P20

		<p>d. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned in Para 1.1.1 & 1.1.2.</p>			
<u>1.2 TECHNICAL CRITERIA</u>					
5	1.2	The bidder shall have experience in successfully executing/completing at least one 'SIMILAR WORK' of minimum Rs. 98,44,600.00 (Rupees Ninety Eight Lakh Forty Four Thousand Six Hundred only) under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any E&P Company.			
6	Note to BEC clause 1.2 above	<p>a. "Similar Work" mentioned in Para 1.2 above means experience of providing supplying/operating and maintaining cement/barite bulk handling plant along with providing the services of transportation of oil well cement/barite in bulk, in an oil/gas well drilling company.</p> <p>b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>I. <u>In case work experience is against OIL's Contract:</u> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <p style="margin-left: 40px;">A. Work order no./Contract no. B. Gross value of job done C. Period of Service D. Nature of Service</p>			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1779P20

		<p>II. <u>In case work experience is not against OIL's Contract:</u> Bidder must submit the following:</p> <p style="padding-left: 40px;">A. Contract document showing details of work, AND</p> <p style="padding-left: 40px;">B. Job Completion Certificate showing: (a) Gross value of job done (b) Nature of job done and Work order no./Contract no. (c) Contract period and date of completion OR</p> <p style="padding-left: 40px;">C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following: (a) Work order no./Contract no. (b) Gross value of jobs done (c) Period of Service (d) Nature of Service</p> <p>c. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p>d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.</p> <p>e. Following work experience will also be taken into consideration:</p> <p style="padding-left: 40px;">I. If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p style="padding-left: 40px;">II. In case the start date of the requisite experience is beyond the prescribed 07(seven) years reckoned from the original bid closing date but completion is within the prescribed 07(seven)</p>			
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TECHNICAL EVALUATION SHEET FOR BEC
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		<p>years reckoned from the original bid closing date.</p> <p>III. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.</p> <p>Proof of work experience against Para e. (i) and (ii) above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <u>In case requisite experience is against OIL's Contract:</u> Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.</p> <p>II. <u>In case requisite experience is not against OIL's Contract:</u> Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).</p> <p>Proof of work experience against Para e. (iii) above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <u>In case requisite experience is against OIL's Contract:</u> Bidder must submit the following:</p> <p style="padding-left: 40px;">A. Breakup of similar work</p> <p style="padding-left: 40px;">B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the</p>			
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following:

- a. Work order no./Contract no.
- b. Gross value of job done
- c. Period of Service
- d. Nature of Service

II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:

- A. Breakup of similar work
- B. Contract document showing details of work.
- C. LOA/LOI/Work order showing:
 - a. Gross value of job awarded
 - b. Nature of job awarded
 - c. Contract no./Work order no.
 - d. Contract period and date of completion
- D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
 - a. Work order no./Contract no.
 - b. Gross value of job done
 - c. Period of Work Done
 - d. Nature of Service

f. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

g. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.

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7	1.3.1	<p>Bidder must give an undertaking along with the unpriced Techno Commercial Bid as per prescribed format in ANNEXURE-B declaring the following if the contract is awarded to them by OIL:</p> <p>a. That, he/she/they would engage 04 Nos. of Truck mounted Transportation silos of capacity as specified in the tender.</p> <p>b. That, the Trucks of the Truck mounted transportation silos to be engaged by the contractor shall not be more than 02 (two) years old as on original bid closing date.</p> <p>c. That, the transportation silos shall be brand new and shall be mounted permanently on the aforementioned Trucks suitably.</p> <p>d. That, he/she/they shall carry out the jobs strictly as per the tendered specifications & all other terms & conditions of this tender.</p>			
8	1.3.2	Bidder shall submit filled-up ANNEXURE-B along with their Technical Bid. Non-receipt of duly filled up proforma will make their bid liable for rejection.			
9	1.4	The bidder must declare as per ANNEXURE-C to mobilize within maximum 180 (One hundred twenty days) from the date of issue of Letter of Award (LOA) otherwise their bid will be summarily rejected.			
10	1.5	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.			
11	1.6	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
12	1.7	If there is any discrepancy between the unit price and the total price,			

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		the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.			
13	1.8	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.			
14	1.9	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.			
15	1.10	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
16	1.11	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
17	1.12	<p><u>PURCHASE PREFERENCE CLAUSE:</u> Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>1.12.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>1.12.2 In case of more than one such MSE qualifying for 15% purchase</p>			

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		<p>preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>1.12.3 Documentation required to be submitted by MSEs: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises(MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p>			
18	1.13	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).			
19	1.14	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>			
20	1.15	<p>Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder</p>			

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		emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.			
21	1.16	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
22	1.17	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
2.0 <u>BID REJECTION CRITERIA (BRC):</u>					
23	2.1	The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.			
24	2.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
25	2.3	Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.			
26	2.4	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
27	2.5	Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.			
28	2.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the			

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		bid will be rejected.			
29	2.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
30	2.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
31	2.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.			
32	2.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee/Security deposit (vi) Delivery/Completion Schedule (vii) Scope of work (viii) Guarantee of material/work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration/Resolution of Dispute Clause 			

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		<p>(xii) Force Majeure</p> <p>(xiii) Applicable Laws</p> <p>(xiv) Specifications</p> <p>(xv) Integrity Pact</p>			
33	2.11	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
34	2.12	Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.			
35	2.13	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ Part-VI/Integrity Pact ” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			
36	3.0	<p><u>GENERAL:</u></p> <p>3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect</p>			

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	<p>of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>3.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p>3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p>3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p>3.6 The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
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